

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triumph Aerostructures, LLC		06/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	P.O. Box 50, 200 Bay Street		
Internal Address:	Royal Bank Plaza, 12th Floor, South Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Commercial Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1893942	VOUGHT	
Registration Number:	2822372	VOUGHT AIRCRAFT INDUSTRIES, INC.	
Registration Number:	2819141	V VOUGHT PROVEN. INNOVATIVE. PARTNER.	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	080599/0076		

OP \$90.00 1893942

900167710

**TRADEMARK
 REEL: 004247 FRAME: 0495**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	07/23/2010

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 16, 2010 is made by Triumph Aerostructures, LLC, a Delaware limited liability company, located at 201 East John Carpenter Freeway, Suite 900, Irving, Texas 75062 (the "Grantor"), in favor of Royal Bank of Canada as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 16, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Triumph Group, Inc., a Delaware Corporation (the "Borrower"), the Banks (as defined therein), the Agent, PNC Bank as Syndication Agent, and Citizens Bank of Pennsylvania and U.S. Bank as Documentation Agents.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of June 16, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all U.S. Intellectual Property, all U.S. Intellectual Property agreements, and all Foreign Intellectual Property for which filings or other actions outside the United States are not required for perfection of the security interest granted, including the Trademarks;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of March 23, 2010, Borrower will acquire all of the outstanding capital stock of the Grantor from the existing holders of such capital stock, with such acquisition being effected by merger, with the Grantor being the survivor of such merger and subsequently merging into a subsidiary of the Borrower; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the other Secured Parties to secure payment, performance and observance of the Obligations (as defined in the Guarantee and Collateral Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH AEROSTRUCTURES, LLC, as Grantor

By: 

Name: Richard C. Ill

Title:

Date:

ROYAL BANK OF CANADA

as Administrative Agent for the Secured Parties

By: _____

Name:

Title:

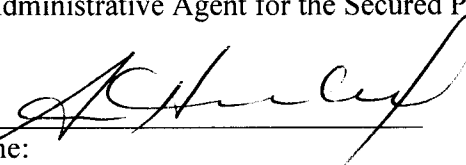
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIUMPH AEROSTRUCTURES, LLC, as Grantor

By: _____
Name:
Title:
Date:

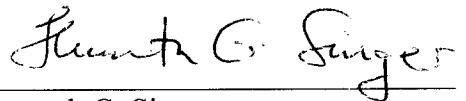
ROYAL BANK OF CANADA
as Administrative Agent for the Secured Parties

By: 
Name:
Title: Ann Hurley
Date: Manager, Agency

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

PROVINCE OF ONTARIO)
) ss
CITY OF TORONTO)

On the 17th day of June, 2010, before me personally came Ann Hurley, who is personally known to me to be the Manager, Agency of Royal Bank of Canada; who, being duly sworn, did depose and say that she/he is the Manager, Agency of Royal Bank of Canada, the entity described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of Royal Bank of Canada; and that she/he acknowledged said instrument to be the free act and deed of Royal Bank of Canada.



Kenneth G. Singer

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
VOUGHT	1,893,942
VOUGHT AIRCRAFT INDUSTRIES, INC.	2,822,372
V VOUGHT PROVEN.INNOVATIVE.PARTNER & DESIGN	2,819,141